

March 2024

LEASEHOLDER HANDBOOK



YOUR GUIDE TO
LEASEHOLD
MATTERS



**LANCASTER
CITY COUNCIL**

Promoting City, Coast & Countryside

Council Housing- Contact Information

Lancaster City Council Charges and Leasehold Team

Telephone: 01524 582929

Email: chleaseholdqueries@lancaster.gov.uk

Our office hours are 9.00 am to 5.00 pm weekdays.

Lancaster Town Hall

Postal Address: PO Box 4, Town Hall, Lancaster, LA1 1QR

Lancaster Office: Town Hall, Lancaster, LA1 1PJ

Morecambe Office: Town Hall, Morecambe, LA4 5AF

Telephone: 01524 582929

Email: councilhousing@lancaster.gov.uk

Website: www.lancaster.gov.uk

Opening Hours at Lancaster and Morecambe Town Halls: 9am until 4.30pm Monday to Friday

When the office is closed, if there is an emergency ring the Council's Emergency Call Centre – open 24 hours a day, 365 days a year.

Emergency Call Centre: 01524 67099

Calls may be recorded to help improve our standard of service and accuracy of information.

This document can be made available in large print, audio, Braille, and other languages.



Useful contacts

Lancaster City Council Leasehold Payment

Enquires:

 01524 582929

Lancaster City Council Housing Repairs:

 01524 582929

 chreception@lancaster.gov.uk

Emergency Housing Repairs (outside office hours telephone 01524 67099)

Lancaster City Council Environmental Health:

 01524 582935

 environmentalhealth@lancaster.gov.uk

Lancaster City Council:

 01524 582000

 customerservices@lancaster.gov.uk

Lancaster City Council - Council Tax:

 01524 582900

 lancasterctax@preston.gov.uk

Anti-Social Behaviour & Non-Emergency Police:


 101

Lancaster City Council Anti-Social Behaviour:

 01524 582929

 chasb@lancaster.gov.uk

The Pension Service:

 0800 731 7898


Building Insurance:

 insurance@lancaster.gov.uk

Gas Leaks:

 0800 111999

Housing Ombudsman Service:

 0300 111 3000

 info@housing-ombudsman.org.uk


Leasehold Advisory Service (LEASE)


 0207 832 500


 info@lease-advice.org |

Book a telephone appt online: www.lease-advice.org

Citizens Advice Bureau: Leasehold and benefits advice

 01524 481508

 5 George Street, Lancaster, LA1 1XQ

 87-89 Queen Street, Morecambe, LA4 5EN

 enquiries@northlancashirecab.org.uk

 www.northlancashirecab.org.uk

Tribunal Regional Office 0161 2379491

 rpnorthern@justice.gov.uk

 www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber



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Introduction

Welcome to the leaseholder guide which has been produced with a view to providing leaseholders with basic information in relation to owning their own flat/maisonette. Leasehold ownership of a flat or maisonette is simply a long tenancy, the right to occupation and use of the flat for a long period - the 'term' of the lease.

The guide gives details and general information on various aspects of owning a leasehold property.

This guide has been produced to help you understand your responsibilities as a leaseholder and those of Lancaster City Council as your landlord. We hope you find it useful; it does not however replace your lease which is a legal document.

You have a right to expect the Council to provide a good level of customer care and service.

Welcome to your home

The lease which you have signed when purchasing, provides details of the rights and responsibilities of the Council as landlord and those of you, the leaseholder.

Services

You are responsible for getting your gas, electricity and water supplies connected, and paying your bills.

Gas and electricity supplies are usually connected. If they are not, you will have to contact the suppliers to get them connected so they are ready to use when you move in. If your water supply is not turned on, you will need to find the stopcock. This is usually found under your kitchen sink.

Council Tax

You should contact the Revenues Services to arrange your Council Tax.

Tel: 01524 582900

Email: ctax@lancaster.gov.uk

Postal: Revenue Services, PO Box 4, Town Hall, Lancaster, LA1 1QR

Paying your charges

You will be responsible for paying the ground rent, buildings insurance (Lancaster City Council arranges this) and service charges from the date of completion. Your solicitor should have explained your lease to you and what expenditure you will be responsible for. If you are not sure what you should pay and when, please contact us for assistance. It is important that you do not allow your account to fall into arrears as you will be in breach of the terms of your lease.



Your Lease Explained

Your lease is a legal document which explains your rights and responsibilities as the leaseholder and the relationship between you and the Council. Your solicitor should have explained the lease before it was granted or assigned to you. Leasehold ownership of a flat or maisonette is simply a long tenancy, the right to occupation and use of the flat for a long period - the 'term' of the lease.

This will usually be for 125 years, and the flat can be bought and sold during that term. The term is fixed at the beginning and so decreases in length year by year. The process of extending a lease can be difficult and we recommend you get professional help from a solicitor and surveyor with experience in this area. You can also get advice from the Leasehold Advisory Service.

The ownership of the flat or maisonette usually relates to everything within the four walls of the property, including floorboards and plaster to walls and ceiling, but does not usually include the external or structural walls, or the loft space. The structure and common parts of the building and the land it stands on are owned by the freeholder, who is responsible for the maintenance and repair of the building. The landlord can be a person or a company, but in your case is the local authority. A plan will be attached to your lease. This shows the boundaries of your home and the building that includes it. There may also be another plan to show the areas for which you will pay a share of estate maintenance costs.

The lease contains legally binding responsibilities both for you and us as the freeholder. There are also some statutory requirements that ensure you have information and are consulted before major works are carried out.

Your responsibilities as a leaseholder

Your lease will impose various obligations and responsibilities on you. Some of these obligations and responsibilities are described below.

Obligation to pay ground rent

Under the terms of the lease, you are required to pay ground rent. The ground rent is usually set at £10 per annum.

If your lease was granted on or after 30 June 2022, you usually cannot be charged anything more than a 'peppercorn' ground rent after this date. The value of this is zero so you will not have to pay anything, but it forms a legally binding contract with your landlord.

Obligation to pay the service charge

Under the terms of the lease, you are required to pay towards the expenses which include the maintaining, repairing, improving, cleaning, and insuring of the building and grounds and the shared areas and structural parts.

Obligation to pay outgoings

Under the terms of the lease, you are required to pay all rates and charges, taxes, utility bills etc charged in respect of your property.

As a leaseholder you must not sub-divide part of your property

Under the terms of the lease, you cannot sub-divide.

Obligation to keep your property in good repair

Under the terms of the lease, you are required to keep the demised property in good repair, this includes decorative repair. A full definition of your repairing obligations is included in your lease. It is not possible to list here all such potential responsibilities, but these usually include: -

- all repairs to the inside of your home, and your windows and internal non-structural walls
- repairs to all fixtures and fittings inside your home, except any communal areas
- payment for repairing any damage to the building, services, grounds etc caused by you, by members of your household, or by your visitors or agents.
- keeping the communal areas clean and tidy (except where it is the landlord charges you for full services)
- decorating the inside of your home
- maintenance of private garden (if any) in a neat and tidy condition

You must not make repairs on landings, stairways, shared communal areas, structural parts of the building and other parts of the building and grounds that are not outlined in your lease.

If any such work was carried out by you, members of your household, your visitors, or agents, you will be required to pay for any damage caused. Furthermore, you will not be covered under the Council's insurance policy if an accident or damage was caused as a result.

Obligation not to cause damage to your home or any other part of the building

Under the terms of the lease, you have a responsibility to ensure that you do not cause any damage to your home, or to any part of the building or grounds.

Obligation to allow the Council access and entry to your flat

Under the terms of your lease, you are obliged to give the council access to your flat if it is required to carry out an examination of the flat, or to make repairs. Usually, such access need only be given after a reasonable notice period.

However, you will be obliged to give immediate access in the event of emergencies and in some instances the council has the right to arrange to enter your property without your consent (for example a water leak affecting a property below).

As a leaseholder you should not do or allow anything to be done that might be a nuisance, annoyance, or danger to the council or to other occupiers

The terms of your lease will impose various prohibitions on you not to act or allow others to act in such a way that might be or become a nuisance, annoyance, antisocial behaviour, or danger to the council, or to other occupiers in the block.

As a leaseholder, you must not make any alterations to the property without the prior permission of the council

As a leaseholder you have the right to improve your home. While the council do not need to be informed about minor work such as decorating, you will need written permission before you make any alterations to your home which effects the building structure. It is not possible to list all the types of alteration for which you would require permission, but they would include:

- Alterations that affect the structure, walls, windows, floors, ceilings, doors/frames, plumbing and electrical service
- Additions of aerials or satellite dishes to the exterior of the building
- Outside decoration
- Replacement windows and exterior doors

For example: the removal of internal walls may cause severe structural damage to a block and must not be done without prior permission.

To request permission to make any alterations you should write to the Council Housing Service. You will need to give as much information as possible about what you want to do and include a drawing or plan. A building surveyor may need to visit your home to see what you intend to do before a decision can be made.

The permission that the council might give to go ahead with work is not the same as planning permission and building regulations approval. You are responsible for obtaining any necessary planning permission and building regulations approval before you commence the work. The council will normally make it a condition that you do this before permission is given for the work to be carried out.

If you do something without permission, the council has the right to put things back as they were and charge you for it.

As a leaseholder you should not replace or change in any way the outside windows without the prior permission of the Council

In most leases the windows belong to the leaseholder. However, you must not replace windows unless the council has given you permission in writing first. If you replace or otherwise change the windows without permission, the council has the right to put things back as they were and charge you for it.

As a leaseholder you must not convert your loft

As a leaseholder it is unlikely that you will own any loft space. If there is loft space above your flat, it is likely that the council owns it even if the loft hatch for access is inside your flat. You may apply to the council to buy the space but typically the council will not sell it. If you undertake a conversion without owning the space or without permission, the council has the right to put things back as they were and charge you for it.

Our responsibilities include:

- Ensuring the building is insured.
- Consulting you about any works that will cost more than £250 per home.
- Producing service charge accounts within six months of the end of the accounting year (currently 31 March) and providing these to you by 30 September.
- Keeping the structure, common parts and outside of the property in good repair.
- Not unreasonably refusing you permission for improvements or alterations you want to make to your home.

The services provided by the Council includes:

- Raising and issuing of the annual service charges to leaseholders
- Raising and issuing of service charges for major works
- Debt recovery
- Maintenance of leaseholder's records
- Responding to enquiries/ complaints from leaseholders on related matters
- Responding to enquiries from solicitors on sales of property
- Responding to requests for lease extensions
- Responding to requests for leasehold enfranchisement
- Interpretation of legislation and implementation of any changes
- Calculation of management fees.

Therefore, any enquiries regarding the content of the service charge should be directed to the Charges and Leasehold team on 01524 582929 or via email:

chleaseholdqueries@lancaster.gov.uk



Please remember that...It is important that you keep to the conditions of your lease. If you break any of the conditions, you will be in breach, and we may take you to court. If the court considers the breach to be serious you could lose your home without any compensation or payment for your lease and must pay our court costs. This summary is only a general guide and has no legal authority.

Other Charges Explained

Your lease and any purchase documents will show what current and future service charges are likely to be. You will have also been provided details of any plans there are for major works that could affect the service charge in the next few years after your purchase - this is reflected in the 5-year Service Charge estimate. The service charge may vary every year.

You may also have a mortgage from a lender which you must keep up to date.

Ground rent

Because leasehold is a tenancy, it is subject to the payment of a rent (normally £10) to the landlord. Ground rent is a specific requirement of the lease and must be paid on the due date.

Under the Leasehold Reform (Ground Rent) Act 2022, ground rent for new leases is set at a 'peppercorn rent.' Peppercorn ground rent is a symbolic payment that acknowledges the landlord's ownership and the leasehold arrangement.

Services charges

Service charges are payments by the leaseholder to the landlord for all the services the landlord provides. These will include maintenance and repairs to common parts, insurance of the building and, in some cases, provision of lifts, lighting, communal aerials, door entry systems, cleaning of common areas and grounds maintenance, etc.

The costs of most repair works or services are usually divided by the number of dwellings in that unit.

Service charges can vary from year to year; they can go up or down without any limit other than that they are reasonable. Details of what can (and cannot) be charged by the landlord and the proportion of the charge to be paid by the individual leaseholder will all be set out in your lease.

Leases outside the initial 5-year period following the Right-to-Buy sale are billed Management Expenses, Building Insurance and Ground Rent (known as fixed costs) in advance on 1st April each year. All variable costs, such as communal maintenance and service provision, are charged on an actual basis at the end of the accounting period.

Leases inside the initial 5-year period are billed annually in advance on an estimated basis and an adjustment made at the end of each accounting period.



Main components of the service charges:

The management fee

This covers the costs of providing a leasehold management service to you. This includes staff costs, office costs, IT services, postage, telephone, and any other reasonable expenses incurred by the Council.

Administration charges

The Council has the right to bill administration charges which are different to management expenses.

Examples of administration charges are:

- The grant of or applications for approvals under the lease.
- Providing information or documents by the Council.
- Costs arising from non-payment of a sum due under the lease.
- Costs arising from a breach or alleged breach of the lease.

Any administration charge demanded by the Council must be reasonable and be accompanied by a prescribed summary of your rights and obligations.

The buildings insurance charge

As the owner of the freehold of your building we need to make sure that it is properly insured. We do this by insuring your home on our block policy. The charge for this is shown on your annual service charge schedule.

Information about the current buildings insurance policy and a summary of cover is available on request from the Insurance department, please see the contact page for details. They will also help you if you need to make a claim. You should make sure that you are not paying buildings insurance to your mortgage lender as well as to us. Our policy does not cover the contents of your home.

We strongly recommend that you take out home contents insurance to cover theft or damage to your belongings and damage you might cause to another part of the property.

RSA provide contents insurance to leaseholders, to access the RSA Tenants Contents website which includes the link to apply and further information around the insurance and what the this covers, use this web address: www.rsainsurance.co.uk/tenants-contents-insurance

Heating charges

Where a communal boiler provides heating and hot water to flats, you will be charged only for your portion of the energy or associated costs.

Gardening and communal areas

If your home has communal gardens, extensive hallways, and other communal areas, we may on some blocks appoint contractors to do the gardening and litter picking. The costs may be added to your service charge. To make sure you get a competitive price and a good service we invite tenders for the work on a regular basis. We have procedures to check that the contractors are doing a good job but will always welcome your help. If you have any comments on the service you are getting from the contractors, please let us know. Some blocks also have care-taking services for the communal areas.

Communal electricity

If your building or estate has any shared lights for paths, car parks or hallways, you will pay for the running costs through your service charge.

The plug sockets in communal meter cupboards are not for use by residents, residents are not permitted to plug their own extension leads into these sockets, primarily this is theft of a power supply which is a criminal offence and will be reported to the police. Secondly this is a safety issue, unattended plugs are a danger to those coming in and out of the building.

Anyone found to be using communal electric points will be subject to the relevant enforcement action – this could be as serious as forfeiture of the lease.

Repairs And Maintenance

To report a repair please contact Customer Service > Repairs at 01524 582929 or email customerservices@lancaster.gov.uk

Whilst it is not practical to list all the repairs and maintenance for which the council will be responsible, these include:

Structure:

- Roofs, drains, gutters and shared pipes on the outside of your home.
- Exterior walls
- Communal entrance doors
- Window frames and exterior sills (excluding glass)
- Outside paint work
- Shared paths and steps
- Chimneys and chimney stacks
- Communal stairs and landings
- Shared outbuildings, including drying areas
- Foundations
- External and internal structural walls (but usually not the plaster)
- Boundaries (except where you or a neighbouring owner are responsible)

Installations, fixtures and fittings:

- Communal heating systems
- Shared water pipes, water tanks, gas pipes and electrical wiring
- Light fittings in shared areas
- Controlled door-entry systems
- Decorations in shared/communal areas.

Maintenance:

- Keeping communal areas clean (where it is not the leaseholder's responsibility)
- Maintaining and checking the landlord's electrical and lighting supplies

Prioritising Repairs

The Council operates three categories with a different target completion time and in relation to common areas these are generally:

CATEGORY 1: Emergency work to be carried out within 24 hours

Immediately, where there is danger to life or limb, or serious damage to property

1. Common area gas leak, electricity or water supply failure.
2. Breakdown of dwelling security (common area door / lock or serious window fault).
3. External drain blocked with serious leak of sewage.
4. Communal heating system breakdown.

CATEGORY 2: To be carried out within 7 days

1. External blocked drain, sewer, waste or gully.
2. Leaking soil pipe or drain.
3. Water penetration including repair or patch a leaking roof
4. Common area Staircase lighting or lighting in common area courtyards.
5. Re-glazing of communal areas.

CATEGORY 3: To be carried out within 6 weeks

1. Blocked or broken gutters and down pipes.
2. Roofing works.
3. Repair or ease external communal doors, windows, frames or fittings.
4. Replace rotten flooring in common areas.
5. Repair to windowsill.
6. Remedy defective plastering in communal areas.

If you think work is taking too long, please let us know.

Planned maintenance

From time to time the council needs to carry out major work to its buildings in order to keep them in repair. This is also known as cyclical work. Projects might include replacing roofs, windows, doors, external subsidence, brickwork repairs or redecorating the common areas of the building where you live. Major works are generally those projects that will cost individual leaseholders more than £250.

Works requiring access to your home

From time-to-time emergencies can happen where the Council needs to undertake work which may also require access to your property. Your lease gives the Council the right of access by serving a 3-day Notice to enter. If there is an immediate danger to residents or visitors, risk of flood etc, the Council may need to call in the emergency services. In such cases the right of access is deferred to them, and any cost incurred will be at your expense.

Landlord and Tenant 1985 (as amended) Section 20 Notices

If the council needs to carry out any major works to your building, you will be consulted beforehand in line with the legal requirements that apply to all landlords. This will include two formal notices. The first pre-tender S20 Notice is of the intention to do works.

Leaseholders have a 30-day period following this Notice in which to make written nominations. The contractors nominated must meet specified criteria to submit a tender. After a minimum of 30 days the second S20 Notice sets out the estimated costs from the successful tender. Leaseholders have a 30-day period following this Notice in which to make written observations about the works and/ or the costs and to request sight of the tender documents. There may be more than 30 days between the first and second Notices while tender documents are reviewed.

If necessary, the council may hold meetings with resident groups and will keep you informed.

Defects period

Once the works are completed there is normally a 'defects liability period' in which the contractor can be brought back to remedy any faults at no extra cost. This is the time to alert the council to any faults you are aware of - once this period is over, costs will be incurred to put right any defects. In addition, in the case of flat re-roofing and some other major works materials, there will also be a guarantee on works installed by a qualified and approved contractor. Hence if for example a roof leak occurs during the guarantee period the company will attend and rectify with no additional charge to the clients providing it is a fault with the material and/or the installation.

Major works bills

The council does not manage a sinking or reserve fund to collect money in advance. Major works are normally billed in arrears with the annual service charges.

Paying for major works

Due to the time period between when you first become aware of the costs you have to contribute to and when the works are actually billed, please make the necessary provisions to make payment when you receive the invoice. When the demand is made, payment typically will be due within 30 days. Alternatively, you may request an instalment plan, in considering this we will require evidence of any financial hardship.

Payments

When do I have to pay my charges?

We will send out an invoice detailing the costs for the past financial year with an explanation of your rights by the end of September each year.

Right to inspect accounts

You also have a statutory right to inspect the invoices for costs included in the service charge accounts. We can arrange this and, for a reasonable charge, supply copies.

Record keeping

You should keep copies of the annual service charge accounts. They are important records both for you and anybody who wants to buy your property.

How can I pay?

The Council has the power to collect and recover all charges it makes to you so long as they are correct under the terms of the lease, and where any complaint, concern or dispute is resolved. Collection is by invoice and the payment methods offered are outlined on it.

We want to make it as easy as possible for you to pay your service charges. This means giving you a choice of different ways to pay.

- **Online**
The easiest way to pay is online at www.lancaster.gov.uk/pay . Select 'Leaseholder charge' and follow the simple directions. You can pay in full or by monthly instalments.

- **Direct Debit**

Many of our residents have already chosen to pay by Direct Debit and we would encourage you to consider it. Here are some of the advantages of paying by Direct

Debit: only one form to fill in to set up the debit instruction, no queueing, and no need to notify your bank each year. The Direct Debit guarantee covers you against any errors made by us or your bank.

Upon request, service charges can be settled over twelve monthly instalments by Direct Debit

What if I have trouble paying my charges?

Your service charge will vary from year to year depending on the costs incurred. The biggest variation will be when it is necessary to carry out major works. Whether large or small amounts, we need to collect your service charge contributions so we can pay the costs of managing and providing services to all the leaseholders in your building or estate.

Talk to us first - contact our Charges & Leasehold Officers via 01524 582929 if you have any queries.

Get advice - our staff can help you to complete a personal budget and can refer or signpost you to specialist welfare benefits and debt advice agencies depending on your circumstances.

Do not ignore any letters or documents we send you or any calling cards we may leave at your home.

Deal with debt early - leaving it until things build up only makes it harder to sort out in the long run. We will chase up payment, if necessary, with court action to enforce your debt. However, we can also offer details of how to get advice on what benefits you may be entitled to receive, and any other issues. Where appropriate we will take all reasonable steps to agree an alternative, but fair individual payment schedule.

If you do not to pay your service charge, your lease can be forfeited. This means that we can repossess your home, and you would not be entitled to anything for it. However, this could only occur after a First Tier Tribunal (formally known as Leasehold Valuation Tribunal) has confirmed that our service charges are reasonable, and any other legal requirements have been met. We will do all we can to avoid forfeiture ever happening. If you have a mortgage, your lender will want to protect their security. We will let you know if we intend to contact them to see if they will pay the arrears and add the amount to your mortgage. Most lenders will do this, but it may affect their view of you as a borrower.

A bad payment record could stop you getting another mortgage or loan.

As a last resort, if you fail to pay demands, the Council can take steps to forfeit the lease and repossess the flat. Forfeiture does not mean that the liability for the debt is discharged. You will still owe the money.



Can I get help towards paying the service charges?

Welfare benefits

A leaseholder may be able get help with paying certain service charges if they claim income support, income-based jobseeker's allowance, income-related employment support allowance, pension credit or universal credit.

Some service charges are excluded, for example, those to cover major repairs or improvements. However, help can be provided in the form of a government loan, to pay the interest on a loan taken out to pay for major repairs or improvements.

Repayment Plan

The option to spread payments over a longer period and pay by instalments.

Looking After Your Home

Routine

As the leaseholder, you are responsible for the internal repairs to your home, and the safety of gas and electric fittings. You should arrange for regular servicing - at least once a year - of central heating boilers and systems, gas fires, etc. by qualified specialists. Your gas and electricity suppliers will normally offer this service. This is important for your safety, and that of your neighbours. If you fail to repair items such as water leaks or running overflows that have a detrimental effect on other occupants or the fabric of the building, we have the right to enter your property and carry out the repairs ourselves. You will be recharged for any expenditure we incur in the process.

Caretaker Services – (Mainway only)

If you have any comments or queries regarding the caretaker service, please telephone Council Housing Services on 01524 582929.

Your caretaker looks after the general maintenance and cleanliness of your block of flats.

Decorating your home

You are responsible for keeping the interior of your home in a good decorative condition.

What do I do in an emergency?

It is important to think about what to do in an emergency before it happens. If you have a water leak, gas leak or electrical problem you need to be aware of what action you should take.



Water leaks

If you find a burst pipe or have a water leak you should immediately turn your water off. You do this by turning off the mains stopcock.

Gas leaks

If you smell gas, you should turn off your supply at the mains and remember to extinguish all flames. The gas tap is found next to the gas meter. You should then call the National Gas Emergency Service on 0800 111 999, they are a 24/7 service operating 365 days per year.

Because you live in a flat you should have your boiler checked each year by a qualified contractor, if you sublet your flat this is a legal requirement.

Gas appliances & installations should only be serviced and repaired by Gas Safe Registered engineers.

Electricity

If you have an electrical fault, you should switch off the supply at the mains. This is found next to your fuse box. You should then call a competent electrician. If your supply fails completely, you should call your electricity supplier. The number can be found on your electricity bill or in a telephone directory.

Fire

You can help to prevent a fire by unplugging electrical appliances before you go to bed and when you go away. Keep matches away from children and do not leave lit candles unattended. Smoke alarms are useful to warn you of a fire so you should check them at least once a month to make sure they work. Finally, be aware of the fire exits, and make an evacuation plan.

Condensation

Condensation is often caused by poor ventilation. If your home has condensation problems, you will often find black mould growing in the corners of the rooms, windows and on outside walls. This can damage your home and furnishings. You can help prevent condensation by:

- Keeping air vents in your home open
- Wiping down windows in the morning where water may have collected overnight.
- Keeping rooms warm in cold weather.
- Opening your windows to allow fresh air in whenever possible.
- Not using paraffin or bottled gas heaters (We have a separate leaflet explaining condensation).

Pests

For advice on dealing with mice, rats, cockroaches, or other types of pests in your home, contact your Environmental Health department at the council. There may be a charge for this service.

Living In Flats And Maisonettes

When you are sharing facilities and living very close to your neighbours in a block of flats, this can cause difficulties, especially if people are inconsiderate or their behaviour is unreasonable. We ask that everyone makes a special effort to be a good neighbour, so you do not upset or cause a nuisance to others living in your block or on your estate. Most of the problems we must deal with on estates are complaints about noise. Noise travels easily between flats so please limit the activities that create a noise nuisance, especially in the evening and at night.

Where can I park my car?

Check your lease, it will show if you have allocated parking or can use the parking areas.

Shared responsibility

Everyone who lives in a block can use the shared hallways, gardens, and drying areas. You should keep these areas tidy and free from rubbish. You can help us by doing the following:

- Getting to know your neighbours and local community, this can help make it easier to talk to each other if any problems arise.
- Regularly cleaning the landing and stairs near your property.
- Making sure the stairs and landings are not blocked with things like toys, bicycles, rubbish sacks, prams, or mobility scooters. They can be dangerous if people trip over them or must get out of the building quickly if there is a fire. Do not leave any items in communal areas.
- If your block has a door-entry system, making sure the door closes behind you. Don't wedge doors open and don't let anyone in who you don't know.
- Always putting your rubbish in the bins. Don't leave rubbish outside your flat or maisonette.
- Making sure your children don't play in the shared hallways, stairs, balconies, or doorways.
- Notifying your Housing Officer if you see someone dumping rubbish - noting information about them such as where they live if they live on the estate and their vehicle registration if they use a vehicle to dump the rubbish.

Safety considerations

For your safety and others, do not store flammable substances such as petrol, bottled gas or paraffin heaters in your home, on your balcony or in shared areas. Do not throw, or allow others to throw, anything from your flat or maisonette. If there is a fire, call the fire brigade



immediately. If it is safe for you to do so without putting yourself or your family in danger, tell everyone else in the block. Get out of the building as quickly as possible, closing doors behind you. Leave using the stairs, not the lifts.

Your environment

Rubbish should be placed in bins or areas provided. You may also request a chargeable garden waste bin. If you have other items the refuse collectors will not remove, you should arrange for them to be taken to the amenity tip.

There is a service operated by Bulky Matters, a partnership between Lancaster City Council and local re-use charity Furniture Matters, our bulky waste collection service enables you to dispose of unwanted household items AND help local disadvantaged people and the environment at the same time - and it couldn't be easier to arrange.

£24 for 1 item, £32 for 2 items, £39 for 3 or 4 items, then £9.50 per additional item.

To arrange a collection or see further information, use this website:
www.lancaster.gov.uk/bins-recycling/bulky-household-item-collection

Graffiti

If you see any graffiti or vandalism, you can report this to the police as this is criminal damage, and to Lancaster City Council.

Antisocial behaviour

Antisocial behaviour can range from incidents such as noise nuisance and dumping rubbish to serious offences of harassment and drug dealing. All types of antisocial behaviour result in distress and misery for individuals and can damage local communities. Where possible, we will take action against people if their behaviour is unacceptable and causes problems for others. You have a responsibility to make sure you act in a considerate and reasonable way towards others. This includes the behaviour of your household members and your visitors.

If you experience antisocial behaviour, we may ask you to keep details of the incidents. We cannot take action without evidence. Contact the Community Safety Team who cover your area to discuss the problem and what action can be taken to put things right.

Normally, everyday living situations or problems related to divergent lifestyles are not treated as antisocial behaviour. These are low-level issues such as children playing, cooking or household smells, babies crying, D.I.Y carried out during reasonable hours, smoking a normal cigarette in one's home, one-off party and other minor misunderstandings between neighbours. However, these can be dealt with as anti-social – even though they are low-level – when they happen regularly and deliberately.



If you have a disagreement with your neighbour, try talking to the people responsible to ask them to stop their behaviour before you contact us. For serious incidents, including threatening behaviour or violence, you should contact the police immediately and then report it to us.

What Lancaster City Council will do about antisocial behaviour?

- Assess any report of antisocial behaviour, harassment or domestic violence promptly.
- Investigate the complaint and help you to sort out the problem without taking enforcement action.
- Offer mediation for disagreements between neighbours.
- Take enforcement action against people who are responsible for the problem.
- Work with agencies such as the police and others to find solutions.
- Look at making environmental or physical changes to an area to get rid of the problem work with residents to make clear what is acceptable behaviour.

You can contact our ASB team by calling 01524 582929 or by email at:

chasb@lancaster.gov.uk

Sub-letting

If you are considering sub-letting your home, you should first obtain our permission and that of your lender in writing and seek independent legal advice.

If you sub-let the property, you are legally responsible for the actions of your tenants. If your tenants breach any condition of the lease such as cause a nuisance or cause harassment, we will take action against you as the leaseholder.

You will be expected to take prompt action to address the issue. Considering this, you should ensure that the conditions of any tenancy agreement you or your agent grant to your tenants makes clear provision for these matters. You must tell us the name of your tenant and your contact details.

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

From 1 October 2015, private landlords must have:

- at least one smoke alarm installed on every storey of their rental property which is used as living accommodation; and
- a carbon monoxide alarm in any room used as living accommodation where solid fuel is used.
- At the beginning of each new tenancy, a landlord must ensure that the alarms are in working order.



The local authority has the right to remedial notices to ensure compliance. Failure to comply with this remedial notice could lead to a penalty charge of up to £5,000. DCLG has published guidance for landlords with sections covering responsibilities, types of alarms, exemptions, and enforcement.

<http://www.legislation.gov.uk/ukxi/2015/1693/regulation/5/made>

<https://www.gov.uk/government/publications/smoke-and-carbon-monoxide-alarms-explanatory-booklet-for-landlords>

Annual gas safety checks

A 12 monthly gas safety check must be carried out on every gas appliance/ flue. A gas safety check will make sure gas fittings and appliances are safe to use. All installation, maintenance and safety checks need to be carried out by a Gas Safe registered engineer.

Setting the standards

Our aim is for you to enjoy living in your new home and that is why we are committed to always providing you with an excellent service. We have set standards and targets for areas of our service, for example, how quickly we will respond to your repair's requests, what level of estate services to expect, targets for responding to service charge enquiries and targets for dealing with customer feedback.

What If I'm Not Happy With The Service Provided?

Things do sometimes go wrong and if you are unhappy with any element of the service you receive, please contact your Charges and Leasehold Officer.

The Council will make every effort to resolve any complaints and disputes amicably, and by negotiation. Complaints and disputes not resolved by negotiation should then be handled through the Council's complaints process.

If you need to make a complaint

Our complaints procedure has two different stages, and we will respond within a target time.

Complaints can be made in person, by telephone, by email or in writing. If you prefer to talk to someone in person, a meeting can be arranged and a friend, relative or other representative can come with you if you wish. You can also use our online [Talk Back form](#).

All complaints can be submitted to our Customer Services team who will then direct your complaint to a manager in the appropriate service. Contact Customer Services on 01524 582929 or email customerservices@lancaster.gov.uk.

If you do not agree with the decision at Stage 2 then you have the right to pursue your complaint with the Ombudsman.

Where else can I get advice?

You can contact a local Citizens' Advice, a law centre or a solicitor for advice.

Getting Involved with our Resident & Leaseholders Organisation

The best way to get influence and get involved with the service we deliver to Leaseholders is to get involved with a Residents and Leaseholders Group.

Please look out for further details in our Council Housing Newsletter.

A group like this, gives the opportunity to have your voice heard and to influence the services the Council delivers to you.

If you would like to be involved, please contact Rachael Harland, our Community Engagement Office, who will be happy to discuss this with you.

Email: rharland@lancaster.gov.uk

We are committed to involving residents in the service we provide. It is a great help when you complete surveys that we send you, this helps us to identify any areas where improvements can be made.

Registering Notices

If you intend to remortgage your property at any time, you should contact us first to discuss the matter. We will not agree to provide the information required by the lender if you have outstanding service charges or are in breach of the terms of your lease. Once the remortgage has taken place, the lender will need to provide a notice of charge to us to record with the Land Registry. Until this is done your lender's security will be at risk.

Assigning (or selling) your lease

If you bought the flat from Lancaster City Council within the last 5 years under Right to Buy provisions, some of the discount you received on the purchase price will have to be repaid. This is now based on the current sale price.

If you intend to sell your flat, please let us know when you have instructed estate agents or solicitors. We will need time to prepare detailed and comprehensive information for the prospective purchaser.

If we are not informed of the potential sale this could cause delays which could prevent the exchange of contracts taking place. We will notify the solicitors involved of any arrears of



ground rent, buildings insurance or service charges. These must be paid before we agree to the sale taking place.

Notice of transfer or assignment

Once the sale has taken place the notice of transfer, and probably notice of charge, will need to be sent to our solicitors to record with the Land Registry. Until this is done, you, as the outgoing lessee, will be responsible for any issues relating to the leasehold property.

For a sale within the 6-month notice period:

Where an offer is received less than the asking price, the Council will confirm with you or the appointed agent a final sale price.

Where there is no sale within the 6-month notice period:

The Council has a further 6 months after the expiry of the Notice to complete the sale upon which sale money will be repaid to you.

Fees

There are fees that need to be paid for registering remortgages, notices of charge, and notices of transfer and providing the information required for the assignment of a lease. The fees are reviewed in April each year, so it is best to check with your leasehold officer for the current amount.

Apportioning the service charges with the purchaser

You may sell your lease part way through the financial year, which means that the actual cost for the annual service charges will not yet be known. Until the final accounts have been issued, you will need to arrange retention with the purchaser's solicitor to cover any actual service charges. We will need to keep in contact with you and your solicitor to sort this out once the actual costs are known. This is usually from June to September when the final accounts are issued for the previous financial year.

INFORMATION RELEVANT TO WHEATFIELD COURT ONLY

Grounds Maintenance (Wheatfield Court Only)

At the time of going to print, grounds maintenance (essentially tree pruning) is covered within your Council Tax and therefore should not be included in your service charge. This does not include things like relaying the courtyard or passageways.

The Alarm call system (Wheatfield Court Only)

An effective alarm call system is essential in providing you with security. Each flat is connected to the 24-hour emergency call system for which a refundable fee is paid at the

time of purchase of the lease, and for which an annual monitoring charge is billed. The requirement for the alarm is contained in the lease irrespective of your choice whether or not to use it.

Sub-letting and Lodgers (Wheatfield Court Only)

Wheatfield Court leases are specifically for retired people who are no longer actively employed and who have reached the age of 60 years or over. There are restrictions in your lease governing any subletting of or taking in a lodger to your property.

The restrictions on assigning or sub-letting contained in your lease provides that you cannot assign or part with possession of the property unless it is to the leaseholder's spouse and providing that he/she is residing at the property at the date of death of the leaseholder. It can also be to an elderly member of the leaseholder's family who was residing with the leaseholder at his or her death and for the period of 6 months prior to that date.

Selling or transferring the lease of your flat (Wheatfield Court Only)

Before you sell your lease, you must ensure that all outstanding service charges and any other monies due are paid up to date. The Council has the right to deduct monies outstanding from the proceeds of your sale.

To sell your flat, the lease must be surrendered to the Council by giving 6 months written Notice. Following receipt of the Notice the Council will, in conjunction with you and a nominated estate agent, agree an asking price. The asking price is for your 70% share of the property only.

FAQs

Can I carry out home improvements?

Generally, yes. Minor works such as putting up shelves or decorating can obviously be carried out without consulting us. Modernisation of kitchens and bathrooms can be done with consent if structural or common parts will be affected but do advise your neighbours of any possible disturbance.

If you intend to carry out major works, such as replacement windows and doors, taking down or putting up a wall or building an extension, you will need our written permission. Please note that the loft space in your block belongs to the council in all blocks and is never sold with a leasehold. Permission will not be granted for any loft extensions. This includes when the loft access is inside the flat. If you are doing structural work to your home, we'll need to see plans. You should also write to us and confirm that the works will be carried out by a reputable builder and will comply with all necessary local authority building regulations and planning requirements.

Please see 'Your lease explained' in this handbook for additional details and contact us if you need advice.



Can I install a satellite dish?

Most leases restrict the fitting of satellite dishes and as such, satellite dishes must not be installed on any Lancaster City Council owned buildings.

Our blocks have communal aerials which are being upgraded to accept the new digital signal and satellite channels.

What about installing cable TV?

In many cases this could involve digging up communal gardens or areas, and routing cables through halls and stairways. As this could disturb the communal areas and your neighbours, you must ask our permission before you agree anything with the cable company. You should contact the Charges and Leasehold team using the contact details on page 3.

Can I keep pets?

You are not allowed to keep any animals if they are dangerous, or if it is unlawful to have them. Where necessary you should get your animal licensed. If your Lease allows pets, they must be domestic pets or birds, in reasonable numbers. You must not allow your pets to cause annoyance or a nuisance to other people, which includes frightening or endangering them. It is important that you look after your pet and clean up after it. Dogs must be on a lead and accompanied in all communal areas including communal grounds and gardens at all times.

Can I take in a lodger?

Yes. You are, however, responsible for them and you must make sure they keep to the conditions in your lease. You should check with HMRC because you may be able to claim some tax benefits on the rent you get paid by your lodger. You should also check with your mortgage provider if you have one – they may have restrictions on this.

Can I sub-let my home?

You must let us know if you intend to sub-let your home. Under no circumstances can you split your home into two or more separate homes for sub-letting. It can only be sub-let if you move out and let it all. You will still be responsible to us as the leaseholder, so it is important for us, and you, to make sure that we have your new or temporary address. As a landlord you will be responsible for annual gas safety and smoke detector checks. If you appoint a managing agent, you should provide us with their details. If you have a mortgage, we would also advise you to contact your lender and get their permission.

Can we buy the freehold of our flat or maisonette?

Leaseholders now have the right to group together and buy the freehold of the building if they occupy the majority of the homes within it. If this is the case in your building, you can



contact us for further information about your right to buy the freehold. This is known as enfranchisement. Do get legal advice.

When can I expect to be consulted about work to be carried out to the property or estate?

If major works that will cost more than £250 per leaseholder are required or long-term agreements costing £100 per leaseholder per year are entered into, we are obliged to serve notice on you of our intentions.

The notices are required by Section 20 the Landlord and Tenant Act 1985 (as amended) and provide an opportunity for leaseholders to be consulted. Consultation is not carried out for works under £250 or long-term contracts under £100.

We will:

- Advise all leaseholders and any recognised residents' association of the proposed works, the specification, and the contractors who we will ask to tender for the work.
- Ask all leaseholders and any recognised residents' association if they want to suggest any other contractor who might be suitable to do the work and can meet our requirements (you will be given at least 30 days to comment).
- Provide details of the tenders received and which one we intend to use.

You will receive a statutory consultation notice and be given at least one month to provide us with comments. We will then summarise the comments received and explain how we have been able to accommodate them, or why we cannot do so. Wherever possible we will provide more information about dates of work and access requirements.

How is the decision made about the work to be done?

As professional managers of your building and estate we have the responsibility to decide what work needs to be done and when. However, we will have regard to any comments we receive from you, and whenever possible try to meet them. If a majority of leaseholders have a view which we cannot agree with, we will do our best to explain why. We may have over-riding responsibilities to other residents in the building or estate.

How is the decision made on who should do the work?

We are required to work only with contractors who can meet our criteria for experience, financial stability and quality. We will use new contractors only if they meet these standards. Commercial contractors cannot have any connection with our staff. Competitive tenders are required for major works. We will usually choose the one quoting the lowest price. If we do not do so, we will explain why.

Is there any limit to the costs?

Generally, there are no limits. However, if you purchased under the Right to Buy, there are limits during the first five years for repairs and improvements and general repairs. These were detailed in your Offer Notice which you received when you applied to buy your home. During these first five years we cannot charge more than the amounts we estimated for itemised repairs and improvements (after allowing for inflation).

How do I know if the service charges are reasonable?

It is in our interests as well as yours to ensure that all costs are reasonable.

What can I do if I think the service charges are unreasonable?

We would ask you to speak to us first to see if we can explain the reasons for the service charges. You have the right to take your case to First-tier Tribunal. The First-tier Tribunal (Ft-T) provide an accessible and relatively informal way to resolve residential leasehold disputes. A fee must be paid by you if you want to go to the Ft-T. Proceedings at the Ft-T are semi-formal. Neither side is required to be represented, evidence is not given on oath and the usual court rules do not apply. The Ft-T hears both sides of the argument and then determines the issue based on the evidence and the judgement and experience of the Ft-T members. Their decision is issued in writing as soon as possible after the hearing.

This handbook is for general information only. Details are subject to change. Please refer to your Lease or contact our Charges and Leasehold Team if you have detailed questions.

Appendix A- Caretaking & Cleaning Service – Mainway Only (section 4.2)

The general maintenance and cleanliness of your block of flats is undertaken by your caretaker and a cleaning contractor.

The schedule includes:

- Cleanliness and checking the operation of lifts.
- Cleanliness of ground floor entrances, passageways and window glass.
- Checking cleanliness of landings and ensuring tenant responsibility for cleaning is done.
- Checking and replacing light bulbs.
- Weekly mopping of staircases.
- Keep common areas free from cobwebs.
- Check and report overflows.
- Clean windows on landings and staircases as necessary.
- Report common area repairs.
- Keep footpaths surrounding blocks tidy.
- Window cleaning service (common areas) where provided in multi-story flats.

As an example, one of the Council's block of flats has common area windows cleaned to the following schedule:

- Common area windows to be cleaned on a 6-month cycle.
- Common area windows to be cleaned inside and outside.
- The contractor will endeavour to have the work signed for by a resident as confirmation that it has been completed.

Appendix B - Chargeable Repairs Other Than Those Permitted in the Lease

Some repairs can be charged to you independently of service charges. The following list contains examples only:

- Any reinstatement work to the structure or common areas following flood, fire or other similar substantive damage where such damage was caused by the actions or omissions of the leaseholder.
- Any damage deemed to be the result of vandalism or criminal damage from within the household.
- Any unauthorised improvement which must be made good.
- Altering windows or communal doors
- Tampering with communal alarms, meters, boilers, lifts or other plant and equipment
- Any structural alterations not permitted.
- Fitting a satellite dish or TV aerial not permitted

The council has powers to enforce works to be done to remedy any unauthorised work.

Some repairs because of vandalism or a criminal act may be charged to you within your service charge where:

- A police crime number has not been provided.
- The vandalism or criminal damage where a crime number is not provided is not admitted by an alleged third party.



Appendix C- Planned Maintenance 40 Year Cycle of Works (section 6.3)

Planned Maintenance, Renewals, and Improvement Works (not all blocks benefit from all of the list)	Estimated Frequency of Works in Years	Number Of Times Works Occur In a 40 Year Cycle
Decoration (external and common areas)	6	6
Windows / Doors	40	1
Door Entry System	20	2
Floor Coverings	15	2
CCTV	10	4
Satellite TV Aerial System	20	2
Rewire	30	1
Electrical Inspection of Installation	5	8
Fire Equipment / Emergency Lighting	15	2
Ventilation	15	2
Boiler / Meters	15	2
Alarm	15	2
Lift	20	2
Roof	40	1
Rainwater Goods	20	2
Re Rendering	40	1
Fencing	10	4

Appendix D - Improvement Works – Permissions (section 6.3)

Description of planned maintenance, renewal or improvement	Permission Required YES	Permission Required NO	Comments
Disabled adaptations	✓		Affecting common parts e.g., stair lift
Install new kitchen		✓	Unless there are alterations to existing pipe and circuitry
Install new bathroom		✓	Unless there are alterations to existing pipe and circuitry
Internal redecoration		✓	
Internal carpets/floor coverings		✓	
Replace window frames	✓		Classed as structure
Replace glass in windows		✓	Unless it is not a like for like replacement
Alterations to the structure or layout to the flat	✓		As this might affect the stability of the structure
Removing load bearing walls or chimney breasts	✓		As this might affect the stability of the structure
Removing open fires	✓		As this might affect the stability of the structure
Alterations to form new or existing doorways and frames	✓		As this might affect the stability of the structure
Addition or changes to the electrical system	✓		As this might affect the safety of the structure
Addition or changes to the existing heating system	✓		As this might affect the safety of the structure
Addition or changes to existing pipework	✓		Including requests to install individual water meters
Decoration to the outside of your home	✓		
Aerials or satellite antenna receivers	✓		
Building extensions	✓		
Replacement of your front door	✓		Compliance with fire regulations. Also, any impact on the Council's door frames
Loft conversions	✓		
Driveway	✓		Should there be any effect on the structure or integrity of the building and surround
Conservatory	✓		As this might affect the safety of the structure
Solar panels	✓		As this might affect the safety of the structure of the service installation to other properties

Appendix E- Summary of responsibilities

(For indicative purposes only – this is not a comprehensive list)

Description of Repair etc	LCC	Lease holder	Exceptions
External and Communal			
External structure, foundation, brickwork	✓		
External doors, frames (communal)	✓		Except your own front door unless agreed as part of fire precaution works
External window frames, sill, fittings	✓		Except the glass unless agreed as part of replacement programmes
Damp course proofing	✓		
Roofing, chimneys, guttering, down pipes	✓		Except any chimney sweeping in your home
Communal drainage and water supply pipes	✓		Except pipe work within your flat
Rain and soil pipes	✓		
Communal hallways, stairs, balconies	✓		
Communal lifts, lighting in lifts, closed circuit TV in lifts	✓		
Communal bin areas	✓		
Communal drying areas	✓		
Communal TV aerials and satellite antenna	✓		
Paths steps, fences, gates, communal garden areas, boundaries	✓		Except where noted in the lease or on the property plan
Lighting to communal hallways and stair wells	✓		
External lighting to the building	✓		
Door entry systems and closed-circuit TV	✓		
Fire precautions, alarms, extinguishers in common areas	✓		
External decorations (structure)	✓		
Septic tanks	✓		
Loft spaces	✓		
Common area cleaning	✓		
Common area window cleaning, graffiti removal	✓		
Common area electricity provision	✓		
Common area grounds maintenance, trees, shrubs	✓		

Internal within your flat			
Internal walls, ceilings, floors		✓	Except joists or retaining walls shared between two or more flats
Plastering internal walls, ceilings		✓	
Floorboards, coverings		✓	
Solid floors		✓	Except where compromising the structure or affecting any other flat
Glass in windows and doors		✓	Except where agreed as part of any improvement programme
Internal decorations		✓	
Kitchens fixtures, fittings, units, worktops		✓	
Bathroom fixtures, fittings, sanitary ware		✓	
Electric showers		✓	
Cookers, fires, surrounds		✓	Except where creating or closing an open fire
Tiling		✓	
Internal doors, locks, fittings, frames		✓	
Smoke alarms		✓	
Internal frames, architraves, skirting boards		✓	
Wiring, circuitry		✓	Except where affecting any communal wiring
Individual satellite TV aerial		✓	Except where a communal relay system exists. Permission may be required so check with an officer, 01524 582929
Light fittings, fixtures, sockets, bulbs, fuses		✓	
Heaters, appliances		✓	
Central heating systems		✓	Except where supplied from a communal heating system. Except where affecting any communal pipework
Water tanks		✓	